

EDUCATION PARTNERSHIP AGREEMENT
between
ROWAN UNIVERSITY
and
NAVY LAKEHURST

I. PREAMBLE

The Naval Air Warfare Center Aircraft Division, Lakehurst, and the Naval Air Engineering Station, Lakehurst, referred to herein as “Navy Lakehurst,” enter into this partnership agreement pursuant to Title 10 United States Code (U.S.C.) Section 2194. The Parties enter into this Agreement in recognition of the importance of education to the future and economic well-being of the nation, as well as the importance of the U.S. Navy and Navy Lakehurst to leverage their in-house capabilities and resources through partnerships with business, industrial, and educational institutions. The terms and conditions of this Agreement are set forth as follows.

II. BACKGROUND

Congress enacted Public Law 101-510 (5 November 1990), Title 10 U.S.C. Section 2194, Education Partnerships, for the purpose of encouraging and enhancing study in scientific disciplines at all levels of education. Title 10 U.S.C. 2194, Education Partnerships, requires the Secretary of Defense to authorize each defense laboratory to enter into one or more Education Partnership Agreements with educational institutions in the United States, including local education agencies, colleges, universities, and nonprofit institutions that are dedicated to improving science, mathematics, and engineering education.

III. PURPOSE

The purpose of this Agreement is to:

- Aid in the educational experience of Rowan University students and faculty by providing a mechanism by which those students and faculty can benefit from the staff expertise, unique facilities, and equipment related to Aircraft Platform Interface (API) technology available from Navy Lakehurst through this Education Partnership Agreement. Access to Navy Lakehurst (i.e., hardware, personnel, facilities, etc.) will provide a unique opportunity for university students to work on API technology, which would not otherwise be available in a college environment. This will help encourage student interest in science, mathematics, and engineering, particularly API-related technology.
- Aid Navy Lakehurst engineers and other employees in executing their mission by leveraging off the educational knowledge and capabilities of Rowan University. It may also benefit Navy Lakehurst by training potential future employees. This partnership also may aid current employees in staying abreast of new technology and in other ways which will help them better execute their current mission.
- Encourage interest in the sciences and engineering by young people at the beginning of their

career definition stage.

- Facilitate the identification of other mutually beneficial partnership opportunities.

IV. BENEFITS

A. Benefits to Rowan University

- A formal vehicle for information exchange with Navy Lakehurst.
- Access to state-of-the-art facilities and technology that would not normally be available to the university community.
- Opportunities for research students with a chance to understand and improve upon a technology area that was jointly developed by Government and industry.

B. Benefits to Navy Lakehurst

- Promotion of the education of future scientists and engineers.
- A new perspective on projects by bringing in new ideas from academia.
- Enhancement of Navy Lakehurst scientists and engineers through exposure to academic professionals and dedicated students working in relevant areas of API research.

C. Mutual benefits to Rowan University and Navy Lakehurst

- Provide opportunities to identify additional mutually beneficial partnerships.

V. ACTIONS

A. Executive Steering Committee

A Rowan University/Navy Lakehurst Partnership Executive Steering Committee shall be established. Members of the Steering Committee shall include the Rowan University Executive Vice President / Provost, the Rowan University Dean of the College of Engineering, the Naval Air Engineering Station Commanding Officer, and the Naval Air Warfare Center, Aircraft Division Director of Research and Engineering. Responsibilities of the Steering Committee are as follows:

- Review and approve all partnership agreements.
- Establish and maintain an ongoing dialogue regarding the status of the partnership.

- Assign university and Navy Lakehurst coordinators who are responsible for the accomplishment of all action items that are agreed to by the Steering Committee.
- Define tasks to be accomplished, assign action items, and monitor their accomplishment (see Attachment A).
- Continue to identify additional opportunities for collaboration.
- Assure that program activities meet the legal and administrative requirements of the Federal Government, Department of the Navy, and Rowan University.

B. Advisory Services

In order to achieve the objectives of promoting the economic and educational growth of Southern New Jersey and ensuring the availability of a stable workforce that can meet the needs of Navy Lakehurst, personnel from Navy Lakehurst will act as liaison to Rowan University's advisory councils for technical programs. Examples of the types of advisory services to be provided by these representatives include:

- Information/data on future API technology requirements in those technologies related to the Naval Air Warfare Center's (NAWC's) mission responsibilities.
- Participation in course and curriculum development efforts in technical fields.

C. Rowan University/Navy Lakehurst Coordinators

Coordinators will be established in the following areas to accomplish specific actions assigned by the Steering Committee:

- Research and engineering (R&E) projects and opportunities ("R&E Coordinator")
- Business, career, and academic projects and opportunities ("Business/Academic Coordinator")

D. One or more of the following initiatives may be used to achieve the goals of this partnership. All are authorized under Public Law 101-510 (5 November 1990), Title 10 U.S.C. Section 2194, Education Partnerships.

- Navy Lakehurst may transfer defense laboratory equipment, determined to be surplus, to Rowan University to support Rowan University's mission to teach the general public and students of Rowan University about API technology.

- Navy Lakehurst may loan defense laboratory equipment to Rowan University for educational purposes.
- Navy Lakehurst may make laboratory personnel available to teach science courses or to assist in the development of such courses and related educational material.
- Navy Lakehurst may involve faculty and students of Rowan University in laboratory research projects.
- Navy Lakehurst may cooperate with Rowan University in developing a program under which students may be given academic credit for work on laboratory research projects.
- Navy Lakehurst may offer visits, tours, and demonstrations at its facilities for faculty and students of Rowan University.
- Navy Lakehurst may provide academic and career advice to students of Rowan University.
- Rowan University may make available personnel resources, laboratory equipment, and facilities as required.
- Rowan University may provide annual reports to Navy Lakehurst on the benefits of Navy Lakehurst's contributions to the educational program.

VI. GENERAL PROVISIONS

A. The level of effort to be expended by Navy Lakehurst on any activity under this Agreement shall be within the discretion of Navy Lakehurst.

B. The level of effort to be expended by Rowan University on any activity under this Agreement shall be within the discretion of Rowan University.

C. Each Party will be responsible for its own costs.

D. Warranties

- Navy Lakehurst hereby warrants to Rowan University that the performance of the activities specified by this Agreement is consistent with the mission of Navy Lakehurst and that the Official executing this Agreement has the requisite authority to do so.
- Rowan University hereby warrants to Navy Lakehurst that, as of the date hereof, it is a public institution of higher education created by statute and an agency of the State

of New Jersey; as required by 10 U.S.C. 2194 and meeting the requirements of 26 U.S.C. 501(c)(3), dedicated to improving science, mathematics, and engineering education; and has the requisite power and authority to enter into this Agreement and to perform according to the terms thereof.

E. Liabilities

- Navy Lakehurst's responsibility for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of Navy Lakehurst while acting within the scope of his office or employment will be in conformance with the Federal Tort Claims Act (28 U.S.C. Section 2671 *et seq.*). Except as provided by the Federal Tort Claims Act, Navy Lakehurst shall not be liable to Rowan University for any claims whatsoever, including loss of revenue or other indirect or consequential damages.
- Rowan University's responsibility for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of Rowan University while acting within the scope of his office or employment will be in conformance with the New Jersey Tort Claims and Contracts Acts. Except as provided by the New Jersey Tort Claims and Contract Acts, Rowan University shall not be liable to Navy Lakehurst for any claims whatsoever, including loss of revenue or other indirect or consequential damages.
- No Party shall be liable for the consequences of any unforeseeable force majeure event that (1) is beyond its reasonable control, (2) is not caused by the fault or negligence of such Party, (3) causes such Party to be unable to perform its obligations under this Agreement, and (4) cannot be overcome by the exercise of due diligence. In the event of the occurrence of a force majeure event, the Party unable to perform shall promptly notify the other Party. It shall further pursue its best efforts to resume as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

F. General

- This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to said matter.
- The illegality or invalidity of any provisions of this Agreement shall not impair, affect, or invalidate the other provisions of this Agreement.
- Titles and headings of the sections and subsections of this Agreement are for convenience of reference only and do not form a part of this Agreement and shall in no way affect the interpretation thereof.
- The Parties agree that the laws of the United States of America as applied by the

Federal Courts shall govern this Agreement for all purposes.

- Rowan University and Navy Lakehurst may elect to terminate this Agreement at any time by mutual consent. In such event, the Parties shall specify the disposition of all activities accomplished or in progress arising from or performed under this Agreement, and they shall specify the disposal of all property in a manner consistent with this Agreement and property disposal laws and regulations. Either Party may unilaterally terminate this entire Agreement at any time by giving the other Party written notice not less than thirty (30) days prior to the desired termination date.
- This Agreement will remain in effect for 60 months unless terminated by the participating organizations. At the conclusion of this term, it may be extended by mutual written agreement of the Parties. Modifications can be made at any time by mutual agreement of the signatories or their successors.
- The articles covering Liabilities, General Provisions, and Surviving Provisions shall survive the termination of this Agreement.

SIGNATURES

ROWAN UNIVERSITY:

NAVY LAKEHURST:

(Signature)
Donald James Farish, Ph.D.
President

(date)

(Signature)
Michael Dougherty, Captain, USN
NAES Commanding Officer

(date)

(Signature)
Carol J. Matteson, Ph.D.
Executive Vice President / Provost

(date)

(Signature)
John Wendolowski
Director , Research and Engineering

(date)

(Signature)
James Tracey, Ph.D.
Dean, College of Engineering

(date)

TASK/ACTION ITEM	PRIMARY COORDINATION RESPONSIBILITY	SECONDARY COORDINATION RESPONSIBILITY	TARGET DATE TO IMPLEMENT PILOT	TARGET DATE TO IMPLEMENT ONGOING PROCESS	COMMENTS
Joint Research Projects	R&E Coordinator	Communications, Public Relations, and Marketing			Navy Lakehurst and Rowan University engineers and scientists will be encouraged to submit collaborative proposals on mutually beneficial research projects to Federal agencies such as the Office of Naval Research (ONR) and Defense Advanced Research Projects Agency (DARPA). Coordinators will develop a process to identify/publicize candidate projects and develop appropriate teaming arrangements.
Short-Term Collaborative Efforts	Business Coordinator				Opportunities for mutually beneficial collaborative efforts in such areas as strategic planning, curriculum development, etc., will be identified.
Practicum Experience for Students	Business Coordinator	HRO	Sept. 1998	Sept. 1999	Rowan University students will be given an opportunity to participate in part-time practicum experiences as part of their coursework in the areas of engineering technology, engineering science, business development, and related technical programs.
Navy Lakehurst Mentoring	Business Coordinator	HRO	Sept. 1998	Sept. 1999	Rowan University freshmen will be assigned a mentor from Navy Lakehurst. This mentor will be available part-time to students throughout their tenure at Rowan University to provide consultation and guidance regarding career and academic pursuits.
Job Shadowing	Business Coordinator	HRO	Sept. 1998	Sept. 1999	Rowan University students will be given an opportunity to observe a Navy Lakehurst scientist/engineer for one to seven days. This will provide students with an insight into the daily workings of a Navy Lakehurst scientist/engineer.
Student/Faculty Summer Experiences	Business Coordinator	HRO	May 1998	Sept. 1999	Rowan University students and faculty will be provided with an opportunity to spend two to three months of their summer break working full-time at Navy Lakehurst.

